

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Joseph Montopoli, Fire Chief/EMC 954-797-1842

PREPARED BY: Julie Downey, Assitant Chief EMS 954-797-1189

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, BROWARD COUNTY HEALTH DEPARTMENT TO BE A CLOSED POINT OF DISPENSING (POD) TO DISPENSE MEDICATION/ANTIDOTES TO ALL TOWN OF DAVIE EMPLOYEES AND THEIR FAMILIES IN THE EVENT OF A DECLARED NUCLEAR, BIOLOGICAL OR CHEMICAL (NBC) EMERGENCY.

REPORT IN BRIEF: Broward County Health Department has participated in the Cities Readiness Initiative (CRI) established by the Center for Disease Control and Prevention (CDC) to identify how a specific densely populated area, known as Metropolitan Statistical Areas (MSA), in Broward County will receive medication during a public health emergency. The Town of Davie will operate as a Closed Point of Dispensing to receive medication from the Broward Health Department for Town employees and their families in the event of a public health emergency. The medication will be used to maintain health and prevent the possible spread of disease.

PREVIOUS ACTIONS:

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Memorandum of Agreement, Fire Rescue Memo

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH STATE OF FLORIDA, DEPARTMENT OF HEALTH, BROWARD COUNTY HEALTH DEPARTMENT TO BE A CLOSED POINT OF DISPENSING (POD) TO DISPENSE MEDICATION/ANTIDOTES TO ALL TOWN OF DAVIE EMPLOYEES AND THEIR FAMILIES IN THE EVENT OF A DECLARED NUCLEAR, BIOLOGICAL OR CHEMICAL (NBC) EMERGENCY

WHEREAS, the Centers for Disease Control and Prevention (CDC) established the Cities Readiness Initiative program (CRI) to assist specific densely populated areas known as Metropolitan Statistical Areas (MSA) in the event of a catastrophic biological incident; and

WHEREAS, the CDC, through the Florida Department of Health will provide from the Strategic National Stockpile (SNS) medicine and medical supplies to Broward County Health Department; and

WHEREAS, Broward County Health Department will approve and transfer a pre-determined quantity to the Town of Davie for distribution; and

WHEREAS, the Town will operate a Closed Point of Dispensing (POD) to receive medication from the Health Department for Town employees and their families in the event of a public health emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council authorizes the Mayor or designee to enter into an agreement with Broward County Health Department commencing on the date the Agreement is signed by both parties and ending December 31, 2013.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2008

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2008

MEMORANDUM OF AGREEMENT
Support Services for Emergency Distribution of Strategic National Stockpile

**BETWEEN BROWARD COUNTY HEALTH DEPARTMENT
AND THE TOWN OF DAVIE**

This Memorandum of Agreement ("Agreement") is entered into between the State of Florida, Department of Health, Broward County Health Department, hereinafter referred to as the "Department," and the Town of Davie hereinafter referred to as the "Town."

RECITALS

WHEREAS, the Centers for Disease Control and Prevention (CDC) has established the Cities Readiness Initiative program to assist certain Metropolitan Statistical Areas (MSA) in the event of a catastrophic biological incident; and

WHEREAS, the CDC, through the Florida Department of Health, will provide the Strategic National Stockpile(SNS), which includes medications and medical supplies, to the Broward County Health Department (the Department) for Broward County; and

WHEREAS, the Department approves the transfer of a pre-determined quantity of the aforementioned medication to the Town and

WHEREAS, the Department wishes to collaborate with the Town to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

PURPOSE

- A. This agreement delineates responsibility of the Department and Town for activities related to the prophylaxis of _____ employees and their immediate family members under the Cities Readiness Initiative in the event of a catastrophic biological incident or other communicable threat of epidemic proportion.
- B. This Agreement serves as the Scope of Work between the Town and the Department.

II. SCOPE

- A. The provisions of this Agreement apply to activities to be performed at the request of the Department in conjunction with the implementation of the Cities Readiness Initiative Response Plan, an appendix to the Department's Emergency Operations Plan.
- B. No provision in this Agreement limits the activities of the Department in performing local and state functions.

III. DEFINITIONS

- A. Cities Readiness Initiative (CRI). A CDC program providing direct assistance to specific densely populated areas (known as Metropolitan Statistical Areas) to build the response capacity needed for the prophylaxis of 100 percent of their populations within a 48-hour period in the event of a catastrophic public health emergency.

8. To make arrangements to collect any unused medications as well as copies of all medical documentation.

9. To provide after-action consultation to the Company.

B. The Town Agrees:

- 1 To provide the Department with a count of the number of employees and their immediate families to include the number of adults and children.
2. To request medications according to the number of employees and identified household family members (if applicable).
3. To assume responsibility of dispensing medications (mass prophylaxis) to those individuals identified above by the Provider's trained staff, at a site chosen by the Provider and with no liability assumed by the Department.
4. To utilize pharmaceuticals in accordance with the policies and procedures outlined in the Department's Public Health Emergency Response Plan and the Provider's own Mass Prophylaxis Dispensing Plan (on file with the Department).
5. To dispense medications per established medical protocols/algorithms (provided by Department at time of the event) under the supervision of licensed medical personnel.
6. To provide any updates of the Provider's Mass Prophylaxis Dispensing Plan to the Department.
7. To provide training and education to all Provider's staff that will be utilized in Mass Prophylaxis Dispensing Operations in regards to specifics of the Mass Prophylaxis Dispensing Plan provided by the Provider.
8. To identify employees by jurisdiction of residence and provide that information to Department.
9. To not charge individuals for medications or administration of that have been provided through this agreement, except as permitted by the CDC.
10. To participate in any Department -sponsored dispensing training/education opportunities.
11. To provide emergency point of contact information to ensure timely notification of the Provider in the event of a public health emergency.
12. To dispense medications and/or supplies in accordance with the guidance provided by Department.
13. To maintain accurate records (inventory) of medications dispensed and then provide those to Department in a timely manner.
14. To secure any unused medications until a time Department can make arrangements for retrieval.
15. To compile and file an after-action report with the Department, identifying shortfalls and accomplishments of the operation.
16. Twice daily reporting and reconciliation of medication and/or medical materials dispensed and on-hand to the Department at Emergency Support Function-8 (ESF-8) at the Emergency Operations Center, (954) 831-3900.

The Town and the Department Mutually Agree:

1. Effective and Ending Dates.

This Agreement shall begin on August 1, 2008, or on the date on which the Agreement has been signed by both parties, whichever is later. It shall end on December 31, 2013.

(b) For the Town:

Name:

Title:

Organization:

Mailing Address:

Telephone/Fax:

e-mail:

6. All Terms and Conditions Included.

This Agreement contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and the Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

IN WITNESS THEREOF, the parties hereto have caused this _ page Agreement to be executed by their undersigned officials as duly authorized.

	STATE OF FLORIDA DEPARTMENT OF HEALTH BROWARD COUNTY HEALTH DEPARTMENT
Signed by:	Signed by:
Name:	Name: Paula M. Thaqi, M.D., MPH
Title:	Title: Director
Date:	Date:

I understand that, to protect persons served by the department, a routine check through law enforcement, license bureaus, agency files, and references may be made. I understand that a criminal offense will not automatically exclude me from all volunteer positions; however, certain convictions will exclude me from volunteering in some positions. I understand that if I answered no to the criminal offense question on the front of this application and a record should be obtained, it will prevent me from volunteering for the department regardless of the offense. I understand that applications submitted for state volunteer services are public records.

I understand and agree that all information as it relates to persons served by the department is to be held confidential in compliance with Florida Statutes. All information that should come to my attention and knowledge as privileged and confidential will not be disclosed to anyone other than authorized personnel and that I shall conduct myself in accordance with the departmental security policies. I understand that failure to comply may result in criminal prosecution.

I affirm that all information on this application is true and correct.

Signature

_____/_____/_____
Date

INTERVIEWER'S COMMENTS
(For Agency Use Only)

Date of Interview: ____/____/____

Interviewer's Name: _____

Screening Required: Yes _____ No _____

Date Screening Completed: _____

Date Orientation Completed: _____

WORK ASSIGNMENT
(For Agency Use Only)

Program

Location

Supervisor

Date of Placement

It is unlawful for an employer to refuse or deprive any individual of volunteer opportunities because of race, color, religion, sex, national origin, age, marital status, or handicap. Applicants who believe they have been discriminated against may file a complaint with the Florida Commission on Human Relations, 2009 Apalachee Parkway, Suite 100, Tallahassee, Florida 32301-4857.

DH 1474, 10/05

**Attachment 3
LEASE AGREEMENT**

This Agreement, by and between _____, Inc. (the "Lessor") and the State of Florida
DEPARTMENT OF HEALTH (the "Lessee") as follows:

1. **PREMISES:** Lessor donates to Lessee the temporary use of the following described property:
Approximately one acre real property (f/k/a _____)
(the "property") at _____.
The property shall be used during the term of the lease by Broward County Health Department as a Point of Dispensing (POD) for dispensing materials from the Strategic National Stockpile as a measure to protect the public health.
2. **TERM:** Upon receipt of written notification or telephone communication from the Broward County Health Department that the Strategic National Stockpile has been activated due to a medical emergency, the Lessor will immediately make ready the premises described in Paragraph 1 of this Agreement, and notify its resident-volunteers to report for medication dispensing duties. From that date of notification and for a period not to exceed seven (7) days, the Department of Health will use the leased premises as a Point of Dispensing (POD) for the dispensing of medication to the Lessor's residents and employees according to the plans established by the Memorandum of Agreement between the Department and the Lessor. This Agreement will terminate at the end of the seven day leased period, as described above, unless amended or cancelled in writing. See paragraph 8.
3. **RENT:** No rent or any additional consideration is due to or from either party.
4. **ASSIGNMENT AND SUBLETTING:** The Lessee shall make no unlawful, improper, or offensive use of the premises; nor assign or sublet any part of said premises without the written consent of the Lessor; and Lessee shall quit and deliver up said premises at the end of said term in as good condition as they were at the beginning of said term, excepting only ordinary wear, decay, and damage by the elements.
5. **VOLUNTEER NATURE OF AGREEMENT:** By virtue of donating the temporary use of the premises under this Agreement, Lessor is a volunteer providing a service to the State of Florida pursuant to the definitions of sec. 110.501(1), F.S. and sec. 1.01(3), F.S. and Lessor therefore is entitled to appropriate benefits set out in sec. 110.504, F.S. during the Lessee's use of the premises, as described in Paragraph 2 for a period not to exceed 7 days..
6. **MAINTENANCE AND REPAIRS:** N/A
7. **TAXES:** N/A
8. **AMENDMENT OR CANCELLATION:** Any amendment must be in writing and signed by both parties. Any cancellation must be in writing and hand-delivered to or FAX'd to a party signatory.
9. **LESSOR'S ACCESS TO PREMISES:** Lessor reserves the right to inspect the premises upon reasonable prior notice to the Lessee.
10. **SCOPE OF USE:** The Lessee is entitled to quiet enjoyment of the premises and shall not be evicted or disturbed in possession of the premises so long as Lessee complies with the terms of this Agreement. This Agreement shall be binding upon the heirs and assignees of all parties.
11. **UTILITIES:** The Lessor shall be responsible for all utilities, deposits, and charges including charges for water, sewage, and trash pick-up during the term of this Agreement.
12. **AUTHORITY:** The signatories below possess authority to enter into this Agreement on behalf of their principals. This Agreement is effective on the date of the last signature on the Agreement, and no amendments or side agreements exist except as provided in paragraph 4.

BROWARD COUNTY
HEALTH DEPARTMENT

Paula M. Thaqi, M.D., MPH
Director

DATE

DATE



TOWN OF DAVIE
INTEROFFICE MEMORANDUM
FIRE RESCUE DEPARTMENT

Date: July 31, 2008
To: M. Malvasio, Deputy Chief *MM*
From: J. Downey, Assistant Chief *JD*
Through:
Subject: Cities Readiness Initiative Agreement
Attachment: ☒ Yes ☐ No

Attached is an agreement between the Broward County Health Department and the Town of Davie. The agreement is for the Town of Davie to be a closed Point of Dispensing (POD) to dispense medication/antidotes to all Town of Davie essential employees and their families in the event of a public health emergency (SARS, anthrax, etc.)

The Health Department will provide the medication, the Town will need to pick up the medication and bring it back to a designated area (POD) within the Town. The medication will then be disbursed to our employees. The Town will also need to provide security to the POD.

I would like to forward the agreement to the Town Attorney for his review. I have attached a Cities Readiness Initiative letter and brochure for your review

Please let me know if you have any questions.

Thank you



**Broward County Health Department
Office of Emergency Operations**

Date: July 30, 2008
To: Town of Davie
From: Broward County Health Department
Regarding: Cities Readiness Initiative

The Broward County Health Department has participated in the Cities Readiness Initiative (CRI) since 2005. In a very brief overview, this program identifies how a specific population of our county will receive medication during a public health emergency. Broward County Health Department is working with municipalities within the county to serve as closed Points of Dispensing.

Your Town will operate a closed Point of Dispensing to receive medication from the health department for your employees and their families in the event of a public health emergency. The medication is used to maintain health and prevent the possible spread of disease.

Please review the attached Memorandum of Agreement (MOA) to learn more about the responsibilities of each party and what your organization can do to become part of this essential initiative.

The Broward County Health Department is more than willing to discuss this in greater detail. If you have any questions or comments please contact the health department at the information listed below.

Kind Regards,

Broward County Health Department
Office of Emergency Operations
780 SW 24th St
Fort Lauderdale, FL 33315
P: 954-226-9282
F: 954-767-5155
E: Broward_CRI@doh.state.fl.us



